



Sideways CRM Terms & Conditions

Sideways Marketing Limited

Terms & Conditions of Service

Version 3.0, updated 08/06/26 | Sideways Marketing Limited | Company No. 13945570

This document outlines the terms and conditions under which Sideways Marketing Limited ("Sideways," "Sideways CRM," "we," "us") provides services to you ("the Client," "you"). By engaging Sideways for any services, you agree to these terms.

1. Our Commitment & The Services

1.1 Sideways commits to providing professional consulting and technology services, with a particular focus on sales technology, Attio CRM, and related business systems.

1.2 The specific services, deliverables, project timelines, and any associated milestones will be detailed in a separate Statement of Work ("SOW") or project proposal. This SOW will form part of this agreement.

1.3 We will deliver all services with reasonable skill and care, consistent with good industry practice. While we strive for excellence, we cannot guarantee specific commercial outcomes, such as a certain number of leads or sales, as these are influenced by factors beyond our control.

2. Fees, Invoicing & Payment

2.1 All fees and payment schedules will be clearly defined in the SOW.

2.2 For projects with a defined scope, payment may be required upfront, in agreed-upon instalments, or upon completion of specific project milestones. For ongoing services or retainers, fees will be invoiced on a regular basis (e.g., monthly).

2.3 All invoices are due for payment within 14 days of the invoice date unless a different schedule is agreed upon in writing.

2.4 In the event of late payment, we reserve the right to suspend all work until the outstanding balance is settled. Continued non-payment may lead to termination of the agreement.

3. Your Responsibilities

3.1 To ensure the success of our collaboration, you agree to provide timely access to all necessary information, resources, systems, and key personnel. We may need you to provide login details to third-party tools or CRM systems, which will be handled with the utmost care and security. Delays in providing required access or information may affect project timelines, and Sideways will not be held responsible for delays caused by the Client's failure to provide timely access.

3.2 You warrant that all information, data, and materials you provide to us are accurate and that you have the full right to use them and to authorise us to use them for the purposes of this engagement.

3.3 You are responsible for maintaining adequate and up-to-date backups of all data prior to Sideways undertaking any migration, data import, data cleansing, or system modification work. Sideways will take reasonable care when handling your data, but cannot be held liable for data loss or corruption where adequate backups have not been maintained by the Client.

4. Scope Changes & Variation

4.1 The scope of work is defined in the relevant SOW. Any request by the Client to change, expand, or add to the agreed scope during a project ("Variation") must be agreed in writing by both parties before work on the Variation commences.

4.2 Variations may be subject to additional fees and revised timelines, which will be confirmed in a written variation order. Sideways is not obliged to begin work on a Variation until a written variation order has been agreed.

4.3 Where the Client's requirements are found during a project to differ materially from those outlined in the original SOW, Sideways reserves the right to pause the project and issue a revised scope and fee estimate before continuing.

5. Project Delays & Client Inactivity

5.1 Both parties agree to engage promptly and in good faith to keep the project progressing to the agreed schedule.

5.2 Where a project is paused or delayed due to the Client's inaction, failure to provide required information, or lack of availability for more than 21 consecutive days, Sideways reserves the right to reschedule the project around other commitments. Re-engagement following such a pause may be subject to a revised timeline and, where applicable, additional fees.

5.3 Sideways will not be held in breach of its obligations where delays are caused by the Client's failure to cooperate or provide timely input.

6. Deliverable Review & Sign-Off

6.1 Upon delivery of any agreed deliverable or project milestone, the Client will be given a reasonable opportunity to review and provide feedback.

6.2 If no written feedback is received within 5 business days of delivery of a deliverable, the work will be deemed accepted by the Client. Sideways will confirm delivery in writing (including by email).

6.3 Acceptance of a deliverable does not prevent the Client from requesting subsequent changes; however, such changes will be treated as a Variation in accordance with Section 4.

7. Intellectual Property & Confidentiality

7.1 Upon full and final payment, all intellectual property rights in the bespoke deliverables we create for you will transfer to you. This does not include any pre-existing intellectual property, proprietary tools, or methodologies used by Sideways to deliver the services.

7.2 Both parties agree to keep all confidential information secret and not to disclose it to any third party without the other party's prior written consent, except where compelled by law. Our engagement of sub-processors and our handling of personal data are governed by Section 11 (Data Protection).

8. Third-Party Platforms & Tools

8.1 Many of our services involve the use of third-party platforms and tools, including but not limited to Attio, Zapier, n8n, and other software-as-a-service products ("Third-Party Tools"). These platforms are provided by independent third parties and are subject to their own terms, pricing, and availability.

8.2 Sideways has no control over the availability, pricing, functionality, or feature changes of Third-Party Tools. We cannot be held responsible for disruptions, changes, or discontinuations made by third-party providers, and any such changes do not constitute a failure by Sideways to deliver its services.

8.3 Where Third-Party Tools form a material part of the agreed deliverable, Sideways will notify the Client promptly of any changes that may affect the project, and will work with the Client in good faith to identify appropriate alternatives where necessary.

9. Limitation of Liability

9.1 Our liability to you for any claim arising from the services shall not exceed the total fees paid by you to Sideways in the six months immediately preceding the date the claim arose. This limitation applies to all claims, including those arising from negligence.

9.2 Under no circumstances will Sideways be liable for any indirect or consequential loss or damage, including but not limited to loss of profits, revenue,

business opportunities, loss of data, or data corruption.

9.3 Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, or any other matter that cannot be excluded by law.

9.4 Insurance. Sideways maintains professional indemnity insurance and cyber insurance with cover appropriate to the services provided. Details of current cover are available to the Client on request.

10. Term & Termination

10.1 This agreement will commence on the date you first engage our services and will continue until terminated by either party.

10.2 For project-based work, the agreement concludes upon completion of the SOW and final payment. For ongoing services or retainers, either party may terminate the agreement by providing 30 days' written notice.

10.3 Upon termination, you will be liable for all fees for services rendered up to the date of termination, as well as any reasonable costs directly incurred by Sideways in winding down the project (not exceeding one month's fees or the remaining balance of the project, whichever is lower).

11. Data Protection & GDPR Compliance

11.1 Both parties agree to comply with all applicable data protection laws, including the UK General Data Protection Regulation (UK GDPR). When Sideways processes personal data on your behalf, we will act as a "processor" and you will be the "controller." We will only process personal data in accordance with your lawful instructions.

11.2 We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing, protecting personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

11.3 We will assist you, at your reasonable request and cost, in fulfilling your obligations under UK GDPR, such as responding to data subject requests and conducting data protection impact assessments, where applicable.

11.4 Sub-processors. Where we engage third parties to process personal data on your behalf in delivering the services (“Sub-processors”), we maintain a current list of such Sub-processors and will make it available to you on request. This list covers the CRM and automation platforms used in your build, and any artificial intelligence (“AI”) tools used to assist delivery. We will give you reasonable prior notice of any intended change to our Sub-processors and a fair opportunity to object on reasonable data-protection grounds.

11.5 AI tooling. Where we use AI tools in connection with services involving your personal or confidential data, we will only use tools operating under commercial terms that (a) contractually prohibit the use of your data to train their models, and (b) are covered by an appropriate data processing agreement. We will not input your personal or confidential data into consumer or free-tier AI services whose terms permit training on submitted data.

11.6 Subcontractors and data access. Any subcontractor we engage is bound by a written non-disclosure agreement and by confidentiality and data-protection obligations no less protective than those in this agreement. Access by a subcontractor to your live environment or live data is granted only on a least-privilege, need-to-know basis, and we will make clear to you where a subcontractor will have access to your data. For data-sensitive engagements, such as investment firms and financial-services clients, our default approach is for subcontractors to work within an isolated sandbox or test environment containing no live client data, with Sideways deploying to your live workspace; where live access by a subcontractor is nonetheless appropriate, we will agree this with you in advance.

12. General Provisions

12.1 Entire Agreement. This document, together with the relevant SOW, constitutes the entire agreement between us and supersedes all prior understandings and agreements.

12.2 Governing Law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

12.3 Company Details. Sideways Marketing Limited is a company registered in England and Wales under company number 13945570. Our registered address is Rowan Cottage, East Dean Road, Lockerley, Hampshire, SO51 0JQ.